

LAW OFFICES

ROSS & HARDIES

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

150 NORTH MICHIGAN AVENUE
CHICAGO, ILLINOIS 60601-7567

312-558-1000

TWX NUMBER
910-221-1154

TELECOPIER
312-750-8600

10919

RECORDATION NO

529 FIFTH AVENUE
NEW YORK, NEW YORK 10017-4608
212-949-7075

30 HOWARD AVENUE
SOMERSET, NEW JERSEY 08875-6739
201-563-2700

333 SIXTEENTH STREET, N.W.
WASHINGTON, D.C. 20006-4103
202-296-8600

SUSAN G. LICHTENFELD

RECORDATION NO

FILED 1425

10919

0-183A0000 2

1990 - 1 50 PM

INTERSTATE COMMERCE COMMISSION

JUL 2 1990 - 1 50 PM

June 29, 1990

INTERSTATE COMMERCE COMMISSION

VIA FEDERAL EXPRESS

Ms. Noreta R. McGee

Secretary

INTERSTATE COMMERCE COMMISSION

12th Street & Constitution Avenue, N.W.

Washington, D.C. 20423

10919

RECORDATION NO

FILED 1425

JUL 2 1990 - 1 50 PM

INTERSTATE COMMERCE COMMISSION

Dear Ms. McGee:

Enclosed for filing and recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are one original executed copy and three photostatic copies of a Security Agreement Mortgage on Goods and Chattels, dated June 29, 1990, a primary document as defined in the Commission's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed Security Agreement Mortgage on Goods and Chattels are:

Mortgagor: Radnor Associates, Ltd.
Suite 114
Two Radnor Corporate Center
100 Matsonford Road
Radnor, PA 19087

Mortgagee: Deutsche Credit Corporation
2333 Waukegan Road
Deerfield, IL 60015

A description of the railroad equipment covered by the Security Agreement Mortgage on Goods and Chattels is set forth therein.

Also enclosed for filing and recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are one original executed copy and three photostatic copies of an Assignment of Lease, dated June 29, 1990, a secondary document as defined in the Commission's Rules for the Recordation of Documents, which

Noreta R. McGee
June 29, 1990
Page 2

relates to the transaction identified in the above-described Security Agreement Mortgage on Goods and Chattels.

The names and addresses of the parties to the enclosed Assignment of Lease are:

Assignor: Radnor Associates, Ltd.
Suite 114
Two Radnor Corporate Center
100 Matsonford Road
Radnor, PA 19087

Assignee: Deutsche Credit Corporation
2333 Waukegan Road
Deerfield, IL 60015

A description of the railroad equipment covered by the enclosed Assignment of Lease is set forth therein.

Also enclosed for filing and recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are one original executed copy and three photostatic copies of a Rider to Assignment of Lease dated June 29, 1990 and to Security Agreement dated June 29, 1990, a secondary document as defined in the Commission's Rules for the Recordation of Documents, which relates to the transaction identified in the above-described Security Agreement Mortgage on Goods and Chattels (and the above-described Assignment of Lease).

The names and addresses of the parties to the enclosed Rider are:

Assignor: Radnor Associates, Ltd.
Suite 114
Two Radnor Corporate Center
100 Matsonford Road
Radnor, PA 19087

Assignee: Deutsche Credit Corporation
2333 Waukegan Road
Deerfield, IL 60015

A description of the railroad equipment covered by the enclosed Rider is set forth therein.

Enclosed are three checks in the amount of \$15.00 each payable to the order of the Interstate Commerce Commission covering the required recordation fees (for a total payment of \$45.00).

Noreta R. McGee
June 29, 1990
Page 3

Kindly return the stamped original and two stamped photostatic copies of each of the above described documents, and the stamped photostatic copy of this letter to Susan Lichtenfeld, Ross & Hardies, 150 North Michigan Avenue, Chicago, Illinois 60601.

Following is a short summary of the enclosed documents:

Security Agreement Mortgage on Goods and Chattels to Be Recorded

Security Agreement Mortgage on Goods and Chattels, dated June 29, 1990, between Radnor Associates, Ltd. and Deutsche Credit Corporation, granting a mortgage on seven 22,500 gallon UNI-TEMP tank cars.

Assignment of Lease To Be Recorded

Assignment of Lease, dated June 29, 1990, by Radnor Associates, Ltd. to Deutsche Credit Corporation, relating to the Lease Agreement, dated April 3, 1989, between Radnor Associates, Ltd. and Lever Brothers Company which provides for the lease of seven 22,500 gallon UNI-TEMP tank cars.

Rider to Assignment of Lease Dated June 29, 1990 and to Security Agreement Dated June 20, 1990 To Be Recorded

Rider to Assignment of Lease dated June 29, 1990 and to Security Agreement dated June 29, 1990 between Radnor Associates, Ltd. and Deutsche Credit Corporation, granting a security interest in the Bill of Sale for seven 22,500 gallon UNI-TEMP tank cars described therein and all other documents executed in connection with such Bill of Sale and the lease of such tank cars.

Very truly yours,


Susan G. Lichtenfeld

SGL:ssb

enc.

cc: Steven P. Ordaz
Robert W. Kleinman

JUL 3 1990 - 1:50 PM

RIDER TO ASSIGNMENT OF LEASE INTERSTATE COMMERCE COMMISSION
DATED JUNE 29 1990
AND TO SECURITY AGREEMENT
DATED JUNE 29 1990 /

This Rider to the Assignment of Lease dated JUNE 29 1990 ("Assignment") and to the Security Agreement dated JUNE 29 1990 ("Security Agreement") between Radnor Associates, Ltd. ("Assignor") and Deutsche Credit Corporation ("DCC"), is entered into between Assignor and DCC.

The Lease, as defined in the Assignment, was first assigned to Assignor by Transisco Rail Services Company (f/k/a Railcar Maintenance Company), a division of Transisco Industries, Inc. on JUNE 29 1990. The rail equipment subject to the Lease, and in which DCC has been granted a security interest, is described on Schedule 1 to this Rider. Assignor has delivered to DCC a full, complete and correct original copy of the Lease and the Bill of Sale (as defined hereinafter).

In order to secure payment by Assignor of all of its obligations under a certain Promissory Note dated JUNE 29 1990 ("Promissory Note"), performance by Assignor of all of the obligations of Assignor contained in the Assignment, the Security Agreement and this Rider, and payment and performance by the Lessee of all obligations on the part of the Lessee to be performed under the Lease, Assignor grants and by these presents does hereby grant, to DCC, in addition to the other rights and security interest granted under the Security Agreement, and the Assignment, a security interest in and to (i) the Bill of Sale from Transisco Rail Services Company, pursuant to which the rail equipment described on Schedule 1 to this Rider was conveyed to Assignor ("Bill of Sale") and (ii) all other documents executed in connection with the Lease and the Bill of Sale.

In addition to the warranties and representations made in the Assignment and Security Agreement, Assignor warrants, represents and further agrees that Assignor shall, at its expense, cause each railcar to be kept numbered with the identifying road number set forth in Schedule 1 attached hereto, or, such identifying number as shall be set forth in any amendment or supplement hereto extending the Security Agreement and Assignment to cover such item, and will keep and maintain, plainly, distinctly, permanently and conspicuously marked on each side of each railcar, the words "Ownership subject to a Security Agreement filed under the Interstate Commerce Act", or other appropriate markings approved in writing by DCC, with appropriate changes thereof in order to protect DCC's security interest in the railcars and its rights under the Security

Agreement, Assignment and this Rider. Assignor shall, at its expense, replace promptly any such markings which may be removed, defaced, obliterated or destroyed and shall not change the number of any railcar except in accordance with a statement of new number or numbers to be substituted therefore, which statement previously shall have been filed with DCC and filed, recorded and deposited by Assignor in all public offices where the Security Agreement, Assignment and this Rider shall have been filed, recorded and deposited.

Furthermore, in the event of a casualty loss with respect to any of the railcars described in Schedule 1, there shall be due and payable hereunder and under the Promissory Note, and issued with respect to such railcar a mandatory prepayment of principal in an amount equal to the portion of the then outstanding principal balance of such Promissory Note represented by such railcar and upon such prepayment, a new Amortization Schedule shall be prepared by DCC to reflect such prepayment. A mandatory prepayment made as per this agreement shall not be subject to the prepayment penalties set forth in the Promissory Note.

At the expense of the Assignor, the Lease, the Security Agreement, the Assignment and this Rider will be filed and recorded with the Interstate Commerce Commission in accordance with 49 U.S.C. Section 11303.

Whenever possible, each provision of the Security Agreement, Assignment and this Rider shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of any of the above shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this agreement.

The parties hereto shall be entitled to all rights conferred by the provisions of 49 U.S.C. Section 11303 and such additional rights arising out of the filing, recording, registering or depositing, if any, of the Security Agreement, Assignment and/or this Rider as shall be conferred by the laws of any jurisdiction in which the above shall be filed, recorded, registered or deposited.

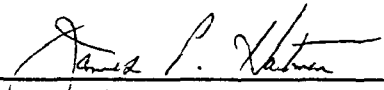
Assignor agrees to pay the legal fees, title searches (UCC, ICC and others, if necessary) and Interstate Commerce Commission filing charges in connection with the Assignment of the Lease to DCC and actions related thereto.

All of the documents described herein, including this Rider, may be executed in one or more counterparts, each of which when so executed shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

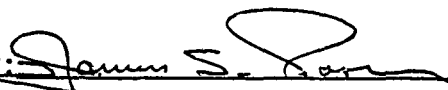
IN WITNESS WHEREOF, the parties hereto have executed this Rider to Assignment and Security Agreement as of this 29th day of June, 1990.


ASSIGNOR:

RADNOR ASSOCIATES, LTD.

By: 
Title: VICE PRESIDENT

DEUTSCHE CREDIT CORPORATION

By: 
Title: SVP, CEO & TREASURER

By: 
Title: SENIOR VICE PRESIDENT

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SCHEDULE 1 TO RIDER
TO ASSIGNMENT OF LEASE AND TO
SECURITY AGREEMENT

Seven (7) 22,500 gallon UNI-TEMP tank cars, bearing car numbers: MCHX 15000, MCHX 15001, MCHX 15002, MCHX 15003, MCHX 15004, MCHX 15006, and MCHX 15007.

COMMONWEALTH OF PENNSYLVANIA)
)SS.
COUNTY OF DELAWARE)

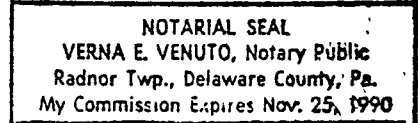
On this 26th day of June, 1990, before me, the subscriber, Verna E. Venuto, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named James P. Hartman to me personally known, who stated and acknowledged that he is the Vice President of Radnor Associates, Ltd., a Pennsylvania corporation, and duly authorized by authority of the Board of Directors or By-Laws of said corporation in his capacity as such officer to execute and acknowledge the foregoing instrument for and in the name and on behalf of said corporation and further stated and acknowledged that he has so signed, executed and delivered the foregoing instrument as the free and voluntary act and deed of said corporation, for the consideration, uses and purposes therein mentioned and set forth and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 26th day of June, 1990.

Verna E. Venuto
Notary Public

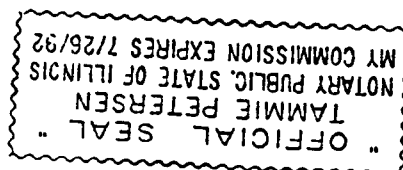
My commission expires:

STATE OF ILLINOIS)
)SS.
COUNTY OF LAKE)



On this 28th day of June, 1990, before me, the subscriber, Tammie Petersen, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named James S. Poor and Robert A. Schoen to me personally known, who stated and acknowledged that they are the SVP, CFO & TREASURER and Jr. V.P. of Deutsche Credit Corporation, a Delaware corporation, and duly authorized by authority of the Board of Directors or By-Laws of said corporation in their capacity as such officers to execute and acknowledge the foregoing instrument for and in the name and on behalf of said corporation and further stated and acknowledged that they have so signed, executed and delivered the foregoing instrument as the free and voluntary act and deed of said corporation, for the consideration, uses and purposes therein mentioned and set forth and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 28th day of June, 1990.



Tammie Petersen
Notary Public

My commission expires: 7-26-92

COMMONWEALTH OF PENNSYLVANIA)
)SS.
COUNTY OF DELAWARE)

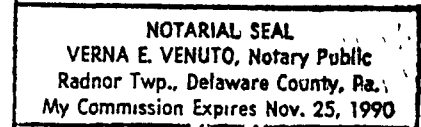
On this 26th day of June, 1990, before me, the subscriber, Verna E. Venuto, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named James P. Hartman to me personally known, who stated and acknowledged that he is the Vice President of Radnor Associates, Ltd., a Pennsylvania corporation, and duly authorized by authority of the Board of Directors or By-Laws of said corporation in his capacity as such officer to execute and acknowledge the foregoing instrument for and in the name and on behalf of said corporation and further stated and acknowledged that he has so signed, executed and delivered the foregoing instrument as the free and voluntary act and deed of said corporation, for the consideration, uses and purposes therein mentioned and set forth and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 26th day of June, 1990.

Verna E. Venuto
Notary Public

My commission expires:

STATE OF ILLINOIS)
)SS.
COUNTY OF LAKE)



On this _____ day of _____, 1990, before me, the subscriber, _____, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named _____ and _____ to me personally known, who stated and acknowledged that they are the _____ of Deutsche Credit Corporation, a Delaware corporation, and duly authorized by authority of the Board of Directors or By-Laws of said corporation in their capacity as such officers to execute and acknowledge the foregoing instrument for and in the name and on behalf of said corporation and further stated and acknowledged that they have so signed, executed and delivered the foregoing instrument as the free and voluntary act and deed of said corporation, for the consideration, uses and purposes therein mentioned and set forth and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this _____ day of _____, 1990.

Notary Public

My commission expires: